

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**Aston Carter and Nintendo of America, as joint employers**

**Case 19-CA-294207**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Parties in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of each of the Charged Parties will then sign and date those Notices and immediately post them where the Charged Parties normally post notices to employees located at 4900 150th Ave NE, Redmond, WA 98052, i.e., on the bulletin board outside of the main entrance to Nintendo's Product Testing Department. The Charged Parties will keep all Notices posted for 60 consecutive days after the initial posting.

**E-MAILING NOTICE** - The Charged Parties will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate, to all employees in Nintendo's Product Testing Department (whether employed by Nintendo of America or another entity) who work at the facility located at 4900 150th Ave NE, Redmond, WA 98052. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 19 of the National Labor Relations Board in Case 19-CA-294207." If Nintendo of America's place of business is currently closed due to the Coronavirus pandemic, the Charged Parties will email the copy of the Notice to employees when the place of business reopens. To document their compliance with this requirement, the Charged Parties will e-file a copy of its distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at [www.nlrb.gov](http://www.nlrb.gov).

**COMPLIANCE WITH NOTICE** — The Charged Parties will comply with all the terms and provisions of said Notice.

**PAYMENT OF WAGES AND CONSEQUENTIAL DAMAGES** — Aston Carter assumes liability for making whole (b) (6), (b) (7)(C) by paying (b) (6), (b) (7)(C) a total of \$25,910.00 as follows and as set forth below. Aston Carter will make appropriate withholdings (b) (6), (b) (7)(C). No withholdings should be made from the interest portion of the backpay. Within 14 days from approval of this Agreement, Aston Carter will pay to (b) (6), (b) (7)(C) \$25,910.00. (b) (6), (b) (7)(C) has waived the right to immediate and full reinstatement to (b) (6), (b) (7)(C) former job. Aston Carter will also file a report with the Regional Director allocating the payment(s) to the appropriate calendar year. If the Regional Office is unable to locate any individual entitled to make-whole relief within one year of receipt of payment, the Regional Director will have sole discretion to redistribute the amounts owed to those individuals, provided no individual receives more than 100% of the backpay or other remedial monies they are owed. The Charged Parties agrees to prepare, process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

Initials: VAS (b) (6), (b) (7)(C) /TNB

(b) (6), (b) (7)(C) —	Net Backpay	\$14,980
	Daily Compound Interest	\$130.00
	Front Pay	\$9,800
	Consequential Damages	\$1,000
<b>Total Backpay, Expenses, and Interest</b>		<b>\$25,910</b>

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. This Agreement does not void or invalidate the Non-Disclosure, Work Product, and Waiver of Benefits Agreement between Nintendo of America and any person.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Parties and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Parties authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Parties. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

For Nintendo of America:


Yes \_\_\_\_\_ No VAS  
Initials Initials

For Aston Carter:

Yes \_\_\_\_\_ No TF  
Initials Initials

**PERFORMANCE** — Performance by the Charged Parties with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Parties of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Parties agree that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Parties, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a

Initials: VAS  /TNB

Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Parties understand and agree that all of the allegations of the Complaint will be deemed admitted and that it will have waived their right to file an Answer to such Complaint. The only issue that the Charged Parties may raise before the Board will be whether they defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Parties on all issues raised by the pleadings. The Charged Parties agree that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Parties to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Parties/Respondents at the last addresses provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Parties have taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Parties comply with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>Nintendo of America</b>		<b>Charging Party</b> <b>(b) (6), (b) (7)(C)</b>	
By:	Date	By:	Date
/s/ <i>V. Ajay Singh</i>	<i>10/4/2022</i>	/s/ <b>(b) (6), (b) (7)(C)</b>	<i>10/4/2022</i>
Print Name and Title below V. Ajay Singh, General Counsel		Print Name below <b>(b) (6), (b) (7)(C)</b>	
<b>Charged Party</b> <b>Aston Carter</b>			
By:	Date		
/s/ <i>Taren Butcher</i>	<i>10/3/2022</i>		
Print Name and Title below Taren Butcher, Deputy General Counsel			

Initials: VAS/ <sup>(b) (6), (b) (7)(C)</sup> /TNB

Recommended By:	Date	Approved By:	Date
<u>/s/ <i>Emily O'Neill</i></u>	<i>10/5/2022</i>	<u>/s/ <i>Angie Cowan Hamada</i></u>	<i>10/6/2022</i>
Emily O'Neill Field Attorney, Region 13		Angie Cowan Hamada Regional Director, Region 13	

Initials: VAS/ <sup>(b) (6), (b)</sup> /TNB

(To be printed and posted on official Board notice form)

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** interfere with, restrain, or coerce you in the exercise of the above rights.

You have the right to talk about a union, and **WE WILL NOT** stop you from talking about a union.

**WE WILL NOT** fire you because you exercise your right to raise issues and complaints to us on behalf of yourself and other employees, including related to the topic of unionization.

**WE WILL NOT** fire you because of your union membership or support.

**ASTON CARTER WILL** make whole (b) (6), (b) (7)(C) including paying for the wages and other benefits (b) (6), (b) (7)(C) lost, plus interest.

**ASTON CARTER WILL** remove from its employee files all references to the discharge of (b) (6), (b) (7)(C) and **ASTON CARTER WILL** notify (b) (6), (b) (7)(C) in writing that this has been done and that the discharge will not be used against (b) (6), (b) (7)(C) in any way. (b) (6), (b) (7)(C) remains obligated not to disclose Nintendo's confidential business information and trade secrets.

**Dated:**

**By:**

**Aston Carter**

/s/ Taren Butcher, Deputy General Counsel  
(Representative, Title)

**Nintendo of America**

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(Representative, Title)

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Initials: VAS (b) (6), (b) (7)(C) /TNB

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to [relay.service@nlrb.gov](mailto:relay.service@nlrb.gov). An NLRB representative will email the requestor with instructions on how to schedule a relay service call.*

915 2nd Ave #2948, Seattle, WA 98174

**Telephone:** (206) 220-6300

**Hours of Operation:** 8:30 a.m. to 5 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.